



MISSOURI DEPARTMENT OF TRANSPORTATION  
NORTHEAST DISTRICT  
SOLICITATION GUIDELINES AND DOCUMENTATION

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JANUARY 28, 2013	RESPONSES DUE NO LATER THAN: FEBRUARY 5, 2013 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE FACILITY LOCATIONS BELOW)
CONTRACT PERIOD: IMMEDIATELY AFTER RFQ OPENING AND AWARD NOTIFICATION THROUGH JANUARY 31, 2014	REQUEST # NE13-48Q-R2  THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 FAX NUMBER: (573)-526-3169
Mailing Address: MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552		Facility Locations: Missouri Department of Transportation Northeast District – 17 Counties Refer to the address/location cross-reference listing included below (this list is subject to change).

VENDOR NAME:

(Please enter your company name in this block)

The Missouri Highways & Transportation Commission (Missouri Department of Transportation - MoDOT) is requesting quotes from vendors for the purpose of supplying the Northeast District with used oil pickup services at our various facilities. Please provide, in the space below, the amount, per gallon, your company will pay MoDOT for used oil when picking it up from any MoDOT Northeast District location:

Unit of Measure	Description	Unit Price
Gallon	Used Oil	\$_____ per gallon

**REFERENCE NOTE:** The amount of used oil generated each year is variable. The Northeast District has some facilities with oil burning furnaces and reserves the right to keep any used oil for those purposes before any material is picked up by the awarded vendor. The Northeast District had approximately 2600 gallons of used oil picked up from various facilities in calendar year 2012. There is no guarantee on the amount of used oil the MoDOT Northeast District will generate during this contract period.

The vendor's response to this Request For Quotation shall include the following:

1. A copy of the vendor's transport license from the Missouri Department of Natural Resources (another copy of which shall be carried in the vendor's vehicle when hauling MoDOT used oil), and
2. A copy of the vendor's Environmental Protection Agency identification number, and
3. A copy of the vendor's certificate of insurance showing, as a minimum, the coverage's outlined below:

The vendor shall maintain or cause to be maintained at the vendor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the vendor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;

- 2) Automobile Liability: Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$3,000,000** for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the vendor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Upon notification of award, the vendor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any award by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The vendors inability to provide this documentation will result in his/her quote being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation Northeast District  
26826 U.S. Highway 63  
Macon, MO. 63552

When called to provide pickup services, the vendor must respond and complete the pickup within 5 business days after notification, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. The successful vendor shall give at least 24 hours advance notice to the facility supervisor prior to each pickup. Pickups will only be made between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday, unless other arrangements are made with and are acceptable to the supervisors of the individual facilities. It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is picked up. No pickups will be made on Saturdays, Sundays or observed state holidays. On a seasonal basis, some facilities work four 10-hour shifts and are closed on either Mondays or Fridays. In these instances, no pickups will be made on the scheduled closure days for the individual facility.

The vendor shall recycle and/or dispose of used oil removed from any MoDOT Northeast District facility in accordance with applicable state, federal, or local requirements. MoDOT's ownership and responsibility for the used oil picked up by the vendor will end once the material leaves the MoDOT facility it originated at. The vendor shall pump used oil out of MoDOT's barrels and bulk storage tanks. The vendor shall transport used oil removed from any MoDOT facility in a manner compliant with all applicable state, federal, or local laws. Upon request, the vendor shall notify the MoDOT Northeast District of the recycling center and/or disposal center, if any, to be used.

A pump ticket verifying the gallons picked up shall be provided and signed by the vendor's representative and a MoDOT representative from the originating facility. The gallons listed on the pump ticket must be verified by a definable method of measurement (no estimating), either by the use of a certified pump meter or by the use of a measuring stick ("sticking" the tank before and after pumping operations to determine the gallons picked up). One copy of the pump ticket shall be left with the MoDOT representative at the facility and a second copy should be included with the payment for the used oil. Checks should be made payable to the "Director of Revenue – Credit Road Fund" and submitted to the Northeast District Financial Services office at the district mailing address shown herein.

**Payment must be accompanied by either a copy of the pickup tickets or a summary list of such, which must include the date of pickup, the number of gallons picked up and the location of the pickup. The Vendor must be able to supply a copy of any pickup tickets upon request. Payment must be received within 45 days of pickup.**

**INDEMNIFICATION:** The vendor shall be responsible for injury of damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the vendor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the vendors performance under this Agreement, the vendor assumes the obligation to save harmless the Commission including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The vendor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or

negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

The vendor shall obtain any permits and licenses required by law incidental to the work. The vendor shall comply with any local laws involving safety in the prosecution of the work. The vendor shall perform all deliveries to facilities in a safe and professional manner. The vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The vendor will be responsible for the complete cleanup of any spills occurring and costs incurred during pickup, transfer, or transport operations. The vendor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The vendor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The vendor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. The vendor's truck operator must take an active part in the prevention of spills and take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to product transfer and departure, the operator shall examine the lowermost drain and all outlets for leakage and, if necessary, tighten, adjust or replace fittings to prevent product from leaking.

#### **MODOT NORTHEAST DISTRICT ADDRESS/LOCATION CROSS-REFERENCE LISTING**

<b>Facility</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>Location</b>
Headquarters	1711 Hwy. 61 South	Hannibal	63401	Rt. 61 - 0.5 mile North of Business 61
Regional Complex	26824 U.S. Highway 63	Macon	63552	Rt. 63 - 0.3 mile South of Rt. DD
Bowling Green	1416 Business Hwy. 54	Bowling Green	63334	Old Rt. 54 - 0.1 mile West of Bus. 61
Canton	17365 Hwy. 81	Canton	63435	Rt. 81 - 0.8 mile North of Rt. 16
Center	22447 Hwy. 19	Center	63436	Rt. 19 - 0.1 mile South of Rt. H
Edina	Rt. 3 Box 180	Edina	63537	Rt. 15 - 1 mile North of Rt. 6
Elsberry	3329 North Hwy. 79	Elsberry	63343	Rt. 79 - 0.1 mile North of Rt. P
Kirksville	22777 Potter Trail	Kirksville	63501	Old Rt. 6 - 2 miles West of Rt. 63
Lancaster	Hwy. 63 North	Lancaster	63548	Rt. 63 - 0.2 mile North of Rt. 202
Macon	26988 US Hwy. 63	Macon	63552	Rt. 63 - 0.5 mile South of Rt. DD
Memphis	Rt. 1 Box 139A	Memphis	63555	Rt. MM - 0.2 mile South of Rt. 136
Mexico	1600 Christopher Dr.	Mexico	65265	Rt. JJ - 0.5 mile South of Rt. 54
Moberly	1501 East Hwy. 24	Moberly	65270	Rt. 24 - 0.9 miles East of Rt. 63
New Cambria	29992 State Hwy. P	New Cambria	63558	Rt. P - 0.4 mile South of Rt. 36
New Florence	540 Farm Tree Road	New Florence	63363	I-70 SOR - East of Rt. 19
Palmyra	4945 County Road 288	Hannibal	63401	Business 61 at Rt. 61 South Jct.
Paris	25191 Business Hwy. 24	Paris	65275	Bus. 24 - 1 mile East of Rt. 24 East Jct.
Shelbina	213 North Douglas	Shelbina	63468	Rt. 36 - 0.4 mile West of Rt. 15
Troy	121 Francis Dr.	Troy	63379	Rt. 61 - 5.5 miles N. of Rt. 47-Creech Ln
Warrenton	800 West Boonslick	Warrenton	63383	Rt. MM - 1 mile West of Rt. 47
Wayland	Rt. 3 Box 45A	Kahoka	63445	Rt. 136 Spur - 1 mile South of Rt. 136

#### **VENDOR NOTES**

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

**All responses to this solicitation should be submitted on this form and returned to the buyer listed above at the district address shown. Responses may be faxed, mailed, or hand-delivered.**

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as **M/WBE Information**

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

**NO BID / NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – Northeast District  
General Services (Procurement) Division  
26826 U.S. Highway 63  
Macon, MO. 63552  
(573)-526-3169 – fax #

FROM: \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Contact Person)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_ (Office Phone #)

\_\_\_\_ (Cellular Phone #)

\_\_\_\_ (Fax #)

\_\_\_\_\_ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # \_\_\_\_\_ for the reasons indicated below (check all that apply):

- (    ) Product or service is not available or cannot meet the required specifications
- (    ) Cannot make required deadline
- (    ) The delivery point or work location is outside of our territory or coverage/service area
- (    ) Other – Please explain below:

- ( ) Please keep our name on the bidder's list for future opportunities on this product or service.  
( ) Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN  
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

**This “No Bid/No Quote” form may be faxed back to (573)-526-3169.**

**Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

#### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

#### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

#### **General Performance**

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

#### **Invoicing and Payment**

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Inspection and Acceptance**

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### **GENERAL TERMS AND CONDITIONS**

#### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

#### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

#### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

#### **Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

#### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version May 2011)